



Rizzetta & Company

Bainebridge Community Development District

**Board of Supervisors'
Meeting
March 18, 2021**

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

www.bainebridgecdd.org

**BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32094

Board of Supervisors

William Huff	Chairman
Samuel Helms III	Vice Chairman
Charles Straw	Assistant Secretary
Alton Mabb	Assistant Secretary
Jim Beck	Assistant Secretary

District Manager

Lesley Gallagher	Rizzetta & Company, Inc.
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District Counsel

Sarah Warren	Hopping Green & Sams, P.A.
Katie Buchanan	Hopping Green & Sams, P.A.

District Engineer

Vince Dunn	Dunn & Associates
David Taylor	Dunn & Associates

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH AVENUE, UNIT 403 · ST. AUGUSTINE, FLORIDA 32084 · (904) 436-6270

Board of Supervisors
Bainebridge Community
Development District

March 11, 2021

AGENDA

Dear Board Members:

The regular meeting of the Bainebridge Community Development District will be held on **Thursday, March 18, 2021 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. The following is the agenda for this meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **BUSINESS ADMINISTRATION**
 - A. Oath of Office of Jim Beck.....**Tab 1**
 - B. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held November 19, 2020.....**Tab 2**
 - C. Ratification of the Operation and Maintenance Expenditures for October 2020, November 2020, December 2020 and January 2021.....**Tab 3**
5. **STAFF REPORTS**
 - A. District Counsel
 - 1.) Update Regarding E-Verify.....**Tab 4**
 - B. District Engineer
 - 1.) Ratification of Approval for Annual Engineer's Report.....**Tab 5**
 - C. Amenity Manager
 - 1.) First Coast CMS Report, March 2021.....**Tab 6**
 - 2.) Discussion Regarding COVID-19 Restrictions
 - D. Field Inspection Report
 - 1.) Field Inspection Report, February 16, 2021.....**Tab 7**
 - i. BrightView Response to Field Inspection Report on February 16, 2021
 - E. Landscape Manager
 - 1.) BrightView Landscape Report, March 9, 2021.....**Tab 8**
 - F. District Manager
 - 1.) Charles Aquatics Pond Report, February 25, 2021.....**Tab 9**
 - 2.) Charles Aquatics Fountain Report, February 27, 2021.....**Tab 10**
6. **BUSINESS ITEMS**
 - A. Consideration of Proposal for Weir Repair.....**Tab 11**
 - B. Consideration of Proposal for Pool Furniture.....**Tab 12**
 - C. Consideration of Proposal for Pool Deck-Paver Enhancement.....**Tab 13**
 - D. Consideration of Proposal for Delta Jets at Pool.....**Tab 14**
 - E. Consideration of WebWatchDogs Extended Warranty Proposal.....**Tab 15**
 - F. Acceptance of Financial Report for period ending, September 30, 2020.....**Tab 16**
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Lesley Gallagher

Lesley Gallagher
District Manager
Bainebridge Community Development District

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

AUDIENCE COMMENTS ON AGENDA ITEMS

BUSINESS ADMINISTRATION

Tab 1

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

SIGNATURE

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Bainebridge Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Bainebridge Community Development District was held on **Thursday, November 19, 2020 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

Present and constituting a quorum:

William Huff II	Board Supervisor, Chairman
Samuel Helms	Board Supervisor, Vice Chairman
Alton Mabb	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Sarah Warren	District Counsel, Hopping Green & Sams (Via Speakerphone)
Tony Shiver	President, First Coast CMS
Dan Walker	Account Manager, First Coast CMS
Jay Jernigan	Sr. Account Manager, BrightView (Via Speakerphone)

Audience members present

FIRST ORDER OF BUSINESS**Call to Order**

Mr. Huff called the meeting to order at 6:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS**Pledge of Allegiance**

Mr. Mabb led the pledge of allegiance.

THIRD ORDER OF BUSINESS**Audience Comments on Agenda Items**

No audience comments.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Regular Meeting held September 17, 2020

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held September 17, 2020 for Bainebridge Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of the Operation and Maintenance Expenditures for August 2020 and September 2020

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2020 in the amount \$13,875.86 and September 2020 in the amount of \$37,901.11 for Bainebridge Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Appointment to Vacant Seat

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board appointed Jim Beck to Seat #4 for Bainebridge Community Development District.

SEVENTH ORDER OF BUSINESS

Oath of Office

Mr. Helms took his oath prior to the onset of the meeting. Mr. Beck was not in attendance to take his oath.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-01, Re-Designating Officers

On a motion by Mr. Huff, seconded by Mr. Helms, with all in favor, the Board adopted Resolution 2021-01, Re-Designating offices as follows – William Huff as Chairman, Samuel Helms as Vice Chairman, Alton Mabb, Charles Straw, Jim Beck, Lesley Gallagher and Melissa Dobbins as Assistant Secretaries for Bainebridge Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Warren noted that her firm is continuing to monitor Covid-19 restrictions and will provide updates on any new orders should they arise.
- B. District Engineer
Not present.

C. Amenity Report

1.) First Coast CMS Field Report, November 2020

Mr. Shiver reviewed his report found under Tab 6 of the agenda and noted he would have proposals for paver installation at the pool area for the next meeting in planter areas.

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board discussed marquee signs for the entry and approved a not to exceed amount of \$1,300.00 to purchase and install a new 60x36 sign that has Bainebridge Estates along the top and requested the existing sign be placed at the amenity center for Bainebridge Community Development District.

D. Field Inspection Report

1.) Field Inspection Report, October 2020

There were no questions regarding the October field services report in the agenda.

The Board then went on to review agenda item 5A, which was then tabled.

E. Landscape Report

1.) BrightView Landscape Report, November 2020

F. District Manager

1.) Ratification of Acceptance of Second Addendum to Agreement for Professional District Services

On a motion by Mr. Mabb, seconded by Mr. Helms, with all in favor, the Board ratified the acceptance of the second addendum to the agreement for Professional District Services based on fees adopted with Fiscal Year 2020-2021 budget for Bainebridge Community Development District.

Ms. Gallagher updated the Board that the next meeting will be held on January 21, 2021 at 6:00 p.m.

TENTH ORDER OF BUSINESS**Consideration of Amenity Area Landscape Enhancement**

Tabled earlier in the meeting.

ELEVENTH ORDER OF BUSINESS**Acceptance of LLS Tax Solutions Arbitrage Report, Series 2007**

On a motion by Mr. Mabb, seconded by Ms. Huff, with all in favor, the Board accepted the LLS Tax Solutions arbitrage report for Series 2007 for Bainebridge Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2021-02, Amending the Fiscal year 2019-2020 Budget

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board adopted Resolution 2021-02, Amending the Fiscal Year 2019-2020 budget for Bainebridge Community Development District.

THIRTEENTH ORDER OF BUSINESS

Selecting an Audit Committee and Setting First Audit Committee Meeting

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board selected themselves and set the first Audit Committee meeting date as January 21, 2021 prior to the onset of the regular meeting for Bainebridge Community Development District.

FOURTEENTH ORDER OF BUSINESS

Discussion Regarding COVID-19 Restrictions at the Amenity Center

On a motion by Mr. Huff, seconded by Mr. Helms, by majority vote, with Mr. Mabb opposed the Board reviewed the current restrictions and amended them to open the fitness room from 4:00 a.m. to midnight, (12:00 a.m.), as well as authorizing Mr. Helms to work with staff should any changes occur between meetings for Bainebridge Community Development District.

FIFTHTEENTH ORDER OF BUSINESS

Update on Entry Monument Modification

Ms. Gallagher updated the Board that the addendum to the agreement with Bent Construction had been sent to the contractor and she was awaiting the signed copy to be returned.

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board reviewed the color chart provided for the letters "B" which stand alone on each column and the Board selected RAL001 for the color for Bainebridge Community Development District.

Mr. Shiver asked the Board about installing holiday decorations at the entry.

On a motion by Mr. Helms, seconded by Mr. Huff, with all in favor, the Board approved a not to exceed amount of \$700.00 for holiday decorations for Bainebridge Community Development District.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

No Supervisor comments.

An audience member had questions regarding the window replacements in fitness room.

An audience member had comments regarding Comcast construction.

A request for no parking sign was made.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Mabb, seconded by Mr. Huff, with all in favor, the Board adjourned the meeting at 7:30 p.m. for Bainebridge Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 3

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures October 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$35,950.27**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
American Electrical Contracting, Inc.	003415	W38131	Electrical Repairs 07/20	929.36
BrightView Landscape Services, Inc.	003400	6971138	Landscape Maintenance 09/20	2,549.00
Charles Aquatics, Inc.	003408	39797	Monthly Aquatic Management - 20 Ponds 10/20	665.00
Comcast	003401	8495 74 120 2010538 10/20	Amenity Cable/Phone/Internet 10/20	335.96
D. Armstrong Contracting, LLC	003414	13582	Pond Repair 07/20	9,700.00
Disclosure Services, LLC	003409	5	Amortization Schedule Series 2007 10/20	100.00
Dunn & Associates, Inc.	003410	20-513	Engineering Services 10/20	2,441.77
First Coast Contract Maintenance Service LLC	003411	5301	Monthly Contract Services 10/20	4,033.94
First Coast Contract Maintenance Service LLC	003405	5340	Reimbursable Expenses 10/20	395.60
Fitness Pro	003412	23465	Quarterly Preventative Maintenance 10/20	150.00
Florida Department of Revenue	003406	65-8016515152-1 Sales and Use Tax 09/20	Sales And Use Tax - 09/20	3.92
Florida Pump Service, Inc.	003402	75942	Pool Pump Repair 09/20	1,428.00

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Pump Service, Inc.	003402	76039	Pool Pump Repair 09/20	695.00
JEA	003407	4849510511 09/20	15855 Twin Creek Dr/15700 Bainbridge Dr 09/20	1,542.55
NewAgeTutors LLC DBA VGlobalTech	003404	1998	Website ADA Compliance 10/20	250.00
Rizzetta & Company, Inc.	003403	INV0000053295	District Management Services 10/20	5,222.17
Rizzetta & Company, Inc.	003403	INV0000053540	Assessment Roll Preparation FY 20/21	5,408.00
Rizzetta Technology Services, LLC	003413	INV0000006350	Website Hosting Services 10/20	<u>\$ 100.00</u>
Report Total				<u>\$ 35,950.27</u>

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures November 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$15,460.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	003421	7055829	Landscape Maintenance 10/20	\$ 2,833.00
Charles Aquatics, Inc.	003428	40014	Quarterly Fountain Maintenance 11/20	\$ 125.00
Comcast	003420	8495 74 120 2010538 11/20	Amenity Cable/Phone/Internet 11/20	\$ 327.81
David Gray Electrical Services, Inc.	003429	1106429	Repair Of Parking Lot Light Poles 08/20	\$ 2,094.55
Department of Economic Opportunity	003430	83166	Special District Fee FY 20/21	\$ 175.00
Financial News & Daily Record	003427	20-06521D	Legal Advertising 11/20	\$ 126.88
First Coast Contract Maintenance Service LLC	003417	5362	Pool Skimmer 10/20	\$ 31.55
Florida Department of Revenue	003422	65-8016515152-1 Sales and Use Tax 10/20	Sales And Use Tax - 10/20	\$ 1.96
Gator Fire L.L.C.	003423	1156	Annual Maintenance of Fire Extinguishers 10/20	\$ 105.00
Hopping Green & Sams Attys.	003431	118267	General Legal Services 09/20	\$ 1,837.00
JEA	003424	4849510511 10/20	15855 Twin Creek Dr/15700 Bainbridge Dr 10/20	\$ 1,310.18
LLS Tax Solutions, Inc	003425	002108	Arbitrage Rabate Calculation Series 2007 PE 04/30/20	\$ 500.00

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
NewAgeTutors LLC DBA VGlobalTech	003426	2075	Website ADA Compliance 11/20	\$ 250.00
Republic Services of Florida	003433	0687-001092658	Amenity Trash Removal 11/20	\$ 138.53
Rizzetta & Company, Inc.	003418	INV0000054164	District Management Services 11/20	\$ 4,622.17
Rizzetta Technology Services, LLC	003419	INV0000006455	Website Hosting Services 11/20	\$ 100.00
Terminix	003432	13655993 FY 20/21	Termite Protection Package Renewal FY 20/21	<u>\$ 881.67</u>
Report Total				<u>\$ 15,460.30</u>

BAINEDRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures December 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2020 through December 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$30,520.85**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alton Mabb Jr.	003440	AM111920	Board of Supervisors Meeting 11/19/20	\$ 200.00
BrightView Landscape Services, Inc.	003434	6928376	Landscape Maintenance 08/20	\$ 2,549.00
BrightView Landscape Services, Inc.	003434	6953891	Install Mixed Pentas At Main Entrance 07/20	\$ 592.38
BrightView Landscape Services, Inc.	003434	7057372	Landscape Maintenance 11/20	\$ 2,833.00
BrightView Landscape Services, Inc.	003447	7115052	Landscape Maintenance 12/20	\$ 2,833.00
Charles Aquatics, Inc.	003435	40042	Monthly Aquatic Management - 20 Ponds 11/20	\$ 665.00
Charles Aquatics, Inc.	003448	40272	Monthly Aquatic Management - 20 Ponds 12/20	\$ 665.00
Charles Aquatics, Inc.	003448	4045	Install Lenses and Replace Bulb on Fountain Lights	\$ 75.00
Comcast	003454	8495 74 120 2010538 01/21	Amenity Cable/Phone/Internet 01/21	\$ 449.37
Comcast	003449	8495 74 120 2010538 12/20	Amenity Cable/Phone/Internet 12/20	\$ 336.07
Dunn & Associates, Inc.	003450	20-567	Engineering Services 12/20	\$ 437.79
First Coast Contract Maintenance Service LLC	003436	5378	Monthly Contract Services 11/20	\$ 4,033.94

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Contract Maintenance Service LLC	003451	5416	Monthly Contract Services 12/20	\$ 4,033.94
First Coast Contract Maintenance Service LLC	003437	5448	Reimbursable Expenses 12/20	\$ 1,774.49
Hopping Green & Sams Attys.	003438	118828	General Legal Services 10/20	\$ 788.50
JEA	003452	4849510511 11/20	15855 Twin Creek Dr/15700 Bainbridge Dr 11/20	\$ 1,526.92
NewAgeTutors LLC DBA VGlobalTech	003446	2147	Website ADA Compliance 12/20	\$ 250.00
NewAgeTutors LLC DBA VGlobalTech	003453	2151	Website ADA Compliance 12/20	\$ 500.00
NewAgeTutors LLC DBA VGlobalTech	003446	2158	Audits Quarterly ADA & WCAG 12/20	\$ 400.00
Republic Services of Florida	003455	0687-001106594	Amenity Trash Removal 12/20	\$ 139.61
Republic Services of Florida	003441	0687-00199260	Amenity Trash Removal 12/20	\$ 143.43
Rizzetta & Company, Inc.	003442	INV0000054642	District Management Services 12/20	\$ 4,622.17
Rizzetta Technology Services, LLC	003443	INV0000006558	Website Hosting Services 12/20	\$ 100.00
Samuel Lincoln Helms III	003444	SH111920	Board of Supervisors Meeting 11/19/20	\$ 200.00

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures January 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$23,178.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bob's Backflow, Inc.	003456	71198	Backflow Test 12/20	\$ 80.00
BrightView Landscape Services, Inc.	003465	7156707	Landscape Maintenance 01/21	\$ 2,833.00
Charles Aquatics, Inc.	003466	40518	Monthly Aquatic Management - 20 Ponds 01/21	\$ 665.00
Charles Aquatics, Inc.	003461	40691	Install Lenses and Replace Bulb on Fountain Lights 01/21	\$ 75.00
Dunn & Associates, Inc.	003467	21-108	Engineering Services 01/21	\$ 325.00
Financial News & Daily Record	003460	21-00143D	Legal Advertising 01/21	\$ 187.63
First Coast Contract Maintenance Service LLC	003468	5499	Monthly Pool, Janitorial & Maintenance 01/21	\$ 4,033.94
Fitness Pro	003469	24059	Quarterly Preventative Maintenance 01/21	\$ 150.00
Hopping Green & Sams Attys.	003462	119513	General Legal Services 11/20	\$ 1,984.25
JEA	003463	4849510511 12/20	15855 Twin Creek Dr/15700 Bainbridge Dr 12/20	\$ 2,131.48
NewAgeTutors LLC DBA VGlobalTech	003464	2277	Website ADA Compliance 01/21	\$ 250.00
Republic Services of Florida	003471	0687-001113967	Amenity Trash Removal 02/20	\$ 140.77

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	003458	INV0000055420	District Management Services 01/21	\$ 4,622.17
Rizzetta & Company, Inc.	003470	INV0000055564	Annual Dissemination Agent Fee FY 2021	\$ 5,000.00
Rizzetta Technology Services, LLC	003459	INV0000006658	Website Hosting Services 01/21	\$ 100.00
Rizzetta Technology Services, LLC	003459	INV0000055542	Field Services 01/21	\$ <u>600.00</u>
Report Total				\$ <u>23,178.24</u>

STAFF REPORTS

District Counsel

Tab 4

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

District Engineer

Tab 5



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916 Fax: (904) 363-8917

December 2, 2020

Lesley Gallagher, District Manager
Bainebridge Community Development District
c/o Rizzetta & Company, Inc.
2806 N. 5th St., Unit 403
St. Augustine, FL 3208

Re: Engineering Proposal for
Bainebridge CDD
Annual Report
Job Number 1311-370

Dear Ms. Gallagher:

Dunn & Associates, Inc. is pleased to offer this proposal for engineering services related to preparation of the Annual Report for the Bainebridge Community Development District. Being familiar with the project, we offer the following scope of work and related fees.

1. We will visit the project to inspect the District improvements and the stormwater system.
We will prepare a report noting items that need repair.
2. We will respond to any questions regarding the report.

Hourly, Upset Limit:

\$2,500.00 *

Hourly Rates

Principal	\$200.00
Senior Engineer (P.E.)	\$170.00
Engineer (P.E.)	\$130.00
Engineer (E.I.) and Senior Designer	\$110.00
Senior CADD Technician	\$95.00
CADD Technician	\$80.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$90.00
Administrative Support	\$55.00

NOTE: * Our fee for the above tasks will be billed at our standard hourly rates. In the event that unknown/unforeseen issues come up or are requested during our work, these amounts may be exceeded, however we will not exceed these amounts without your prior written approval.

Payment is due within 30 days of invoice. Late payments will be subject to a monthly 1.5% surcharge. Payment is for completed work and is not contingent on approvals. We can begin on this project immediately and have the necessary manpower to complete work very quickly. If this proposal meets your approval, please return a signed copy for our files. Should you have any questions please call us.

Sincerely,

DUNN & ASSOCIATES, INC.



Vincent J. Dunn, P.E.
President

Accepted By

Company

Date

VJD/rto

Amenity Report

Tab 6



Bainebridge Community Development District

Field Report March 2021

First Coast CMS LLC

03/09/2021

Swimming Pool

We are having issues with one of the main pool pumps. Florida Pump Service has been contacted to diagnose and repair.

We have received a bid for Oak Wells Aquatics to remove existing spheres and install 4 delta jets on each side of the pool. We have also received a separate bid for Cornerstone pavers to remove all mulch and sego palms, and install pavers in these areas. The palm and pool light transformer will have a small retaining wall and landscape bed.

Common Area and Events

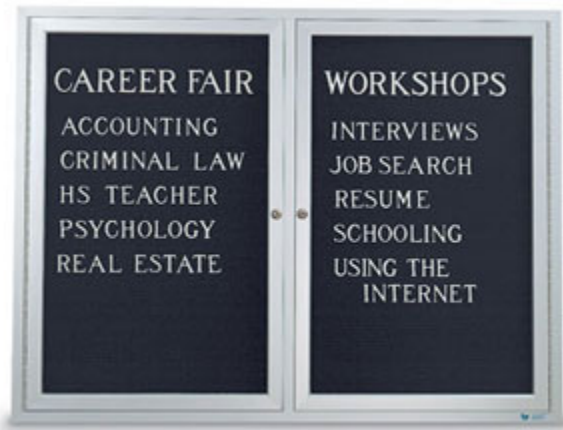
At time, events are not permitted. We are looking for direction from the Board to see if they are wanting to reopen the community for rentals.

First Coast CMS now has the ability to accept credit cards for reservations if the Board would like to proceed. There would be a 6% surcharge to use the booking software and credit card processing. If the board wishes to move in this direction, there are two options:

1. The process fee be charged to the resident and the fees collected monthly would be paid to the District. The process fee would be retained by First Coast CMS to offset processing cost.
2. The process fee could be absorbed by the District and the fees collected would be paid to the District monthly minus 6% to cover cost.

This would not remove the ability for residents to still pay by check. If residents choose to pay by credit card, we would not need to charge deposit since we would have their credit card number to charge for damages. Residents would be notified prior if that was the case to give them the opportunity to remedy. This would also eliminate residents having to wait on refund checks.

Marquee Sign – The sign has been installed.



At this time, we are waiting on one additional window from Window World to be installed.

Discussion Regarding COVID-19 Restrictions

Field Inspection Report

Tab 7

BAINEBRIDGE

FIELD INSPECTION REPORT



February 16, 2021
Rizzetta & Company
Jason Liggett- Field Services Manager



Rizzetta & Company
Professionals in Community Management

General Updates, Recent & Upcoming Maintenance Events

The following are action items for Brightview to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Black, bold and underlined text represents updates or questions for the BOS.**

1. Treat bed weeds at the main entrance on Bainbridge Drive with roundup. (Pic 1)



8. In the first common area on Bainebridge drive on the inbound side remove fallen tree branches. These can be taken back into the woods.

9. Provide a price to repair damage from cars on the common area just passed Twin Creek Drive. (Pic 9)



2. Treat ant mounds throughout main entrance. Once eradicated rake down and cover with mulch.
3. Improve vigor in Drift roses at the front entrance signs.
4. Improve the vigor in the Jack Frost Ligustrum on Bainbridge drive.
5. When is the trim date for the Crape Myrtles on the property?
6. Remove moss from center island crapes on Bainebridge Drive.(Pic 6)
7. Treat bed weeds in the first lift station on Bainebridge Drive.

10. What was the trim date of the Washingtonian Palms at the entrance to the pool? They are in need to trimming.

11. Please provide dates of both Turf and Ornamentals next fertilization?



Bainebridge

Inspection Report Update

1. The weeds at the front entrance have been treated
2. The ant mounds throughout the entrance have been treated
3. The roses have been fertilized
4. The jack frost have been fertilized
5. We have started cutting back the crape myrtles around the basketball court.
6. The moss has been removed from the trees on the middle island at the entrance
7. The weeds have been treated at the lift station
8. The fallen branches have been removed
9. I will get you a proposal to repair the common area that was damaged by a car
10. The Washingtonian palms were trimmed last year. We have trimmed the palms at the entrance to the amenity center
11. We have fertilized the plant material at the entrance and part of the amenity center. The turf will be treated on Monday March 8th.

Landscape Report

Tab 8



11530 Davis Creek Court - Jacksonville, Florida 32256
(904) 292-0716 / Fax: (904) 292-1014

MEMORANDUM

DATE: March 9, 2021
TO: Bainebridge
ATTN: Board of Directors
FROM: Jay Jernigan
RE: Landscape Report

Grounds Maintenance

Bi-weekly grounds maintenance

Apply herbicide to pavers and sidewalk cracks.

Apply herbicide to landscape beds

Treated the bed weeds at the main entrance from landscape report #1

Treated the ant mounds at the entrance to the community from landscape report #2

Removed the moss from the trees at the front entrance from landscape report #6

Removed the fallen debris from landscape report #8

Irrigation

Inspections are up to date

Agronomics

Fertilized the plant material at the entrance to the community

Fertilized the plant material at the amenity center

The turf was fertilized on the 8th of March

Enhancements

No new news to report

Arbor Care

We are working on trimming the crape myrtles

Trimmed the Washingtonian palms at the entrance to the amenity center

District Manager

Tab 9



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: February 25, 2021

Aquatic Tech: Jim Charles
Bill Fuller

Client: Bainebridge CDD

Contact: Lesley Gallagher

Waterways: Twenty ponds.

Comments: 57° F

Pond 1: Pond was in good condition. No invasive species noted. Fountain was off at time of visit. Removed some trash.



Pond 2: Pond was in good condition. No invasive species noted.



Pond 3: Pond was in overall good condition. Perimeter vegetation is dead.



Pond 4: Pond is in good condition. No invasive species noted.



Pond 5: Pond was in overall good condition. Perimeter vegetation is dead.



Pond 6: Pond was in good condition. No invasive species noted.



Pond 7: Pond was in fair condition. No invasive species noted...just some kind of non-biological film.



Pond 8: Pond was in good condition. No invasive species noted.



Pond 9: Pond was in good condition. No invasive species noted.



Pond 10: Pond was in overall good condition. No invasive species noted...just a lot of pine pollen.



Pond 11: Pond was in good condition. No invasive species noted.



Pond 12: Pond was in fair condition. Had a good kill on the perimeter vegetation. Treated for algae. Also noted a lot of pine pollen in water.



Pond 14: Pond was in overall good condition. Noted a lot of pollen in water.



Pond 15: Pond was in good condition. No invasive species noted.



Pond 16: Pond was in good condition. No invasive species noted.



Pond 17: Pond was in good condition. No invasive species noted...just pine pollen.



Pond 18: Pond was in good condition. No invasive species noted.



Pond 19: Pond was in good condition. No invasive species noted.



Pond 20: Pond was in good condition. Perimeter vegetation is dead. Removed some trash.



Jim Charles

Tab 10



6869 Philips Parkway Drive South, Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: February 27, 2021

Fountain Tech: Jeff Jackson

Client: Bainebridge CDD

Contact: Lesley Gallagher

Pond 1 Fountain: Quarterly maintenance service has been performed on the fountain in Pond 1. I cleaned the float, intake screen, nozzle and the lights. Fountain lights were checked for blown bulbs. The timers, voltage, amperage, and mooring lines were checked on the fountain. All electrical readings were good. The fountain is running as it should be.



Please contact our office with any further questions or comments.

BUSINESS ITEMS

Tab 11



The URETEK Method™
Deep Injection™

January 8, 2021

Mr. David M. Taylor, PE
Dunn & Associates, Inc.
8647 Baypine Road, Suite 200
Jacksonville, FL 32256

RE: Proposal – Bainbridge Weir – Void-fill and Stabilize

Dear Mr. Taylor:

URETEK USA, Inc. (URETEK) proposes to use the URETEK injection processes to fill voids and underseal the concrete weir of the Bainbridge pond as indicated on the attached drawing. The repairs will be performed utilizing the high-density, hydro-insensitive polyurethane structural polymer, URETEK 486Star. URETEK will provide all supervision, labor, materials, supplies, insurance, tools, and equipment necessary to complete this project.

We propose to inject by drilling 5/8" injection holes through the surface and then inject our URETEK 486Star structural polymer to fill all voids and underseal the concrete weir. URETEK will inject to 500 pounds of URETEK 486Star to fill voids and underseal for the price of \$3,750.00, plus mobilization of \$850.00. Based upon our observations of the project areas and information provided, the amount should be sufficient to complete the repair. However, due to unknown voids and soil conditions, should any additional URETEK 486Star be required to complete this repair, it would be invoiced at \$7.50 per pound. We will not inject any material above the total estimated pounds without your prior approval.

All work under this proposal shall be performed under and subject to the attached Specifications (EXHIBIT I) under the attached Terms and Conditions (EXHIBIT II). Any Contract or Purchase Order covering work performed from this proposal shall include and reference said Specifications and Terms and Conditions.

The contract, purchase order, or change orders should be made to:

URETEK USA, Inc.
P.O. Box 1929
Tomball, TX 77377

ATTN: Robert D. Emfinger
Phone: 404-310-2508



URETEK USA, Inc.
482 Hannah Road
Newnan, GA 30263

(404) 310-2508
Fax (630) 839-0761
www.uretekusa.com

Controlling Concrete Lifting & Soil Stabilization

Mr. David M. Taylor, PE
January 8 2021
Page Two

We look forward to completing this project for you. If you have any questions or need any additional information, please contact me.

Sincerely,



Robert D. Emfinger

Attachments (4)

By executing this Agreement, Customer acknowledges receipt of, accepts the provisions of this proposal, and agrees to be bound by all Terms and Conditions, herein.

Customer: _____

By: _____

Title: _____

Date: _____

**SPECIFICATIONS FOR UNDERSEALING
AT
BAINBRIDGE WEIR – JACKSONVILLE, FL**

1.0 Description.

This project includes and is limited to filling voids and undersealing the concrete weir. The URETEK Deep-Injection Process and The URETEK Method™ will utilize the expanding, high-density, hydro-insensitive, polyurethane resin material, URETEK 486Star in the areas indicated in the attached drawing to complete this project.

2.0 Material.

- 2.1 The material for raising and undersealing structures shall be a water-blown, closed cell, high density polyurethane system with the following physical characteristics and properties:

Technical Property	Requirement
Density, min., per ASTM D1622 (air rise)	3.69 lbs / ft ³
Compressive strength, min., per ASTM D 1621	60 psi
Density, max., per ASTM D1622 (air rise)	4.2 lbs / ft ³
Volume Change, max. shrinkage (10 years)	5.0 percent
Curing Rate	90 percent of compressive strength within 15 minutes after injection

- 2.2 The material used for densifying and stabilizing soils and sealing structures shall be a high-density polyurethane material, such as URETEK 486Star or equivalent. The material shall be a polyurethane-forming mixture, having a water insoluble diluent, that permits the formation of polyurethanes in excess water. The presence of these water insoluble diluents provides polyurethane polymer with improved dimensional stability properties. This formula and these characteristics must be certified by the manufacturer.
- 2.3 All stored polyurethane material shall be sealed and protected from contamination of dust or any foreign material.

3.0 Contractor Pre-Qualification Requirements.

- 3.1 The contractor shall have a minimum of three years of experience in performing this type of work and a minimum of 50 projects on which the contractor has successfully done this type of work.

4.0 Equipment Requirements. The contractor shall provide at minimum, the following equipment:

(a) A truck-mounted pumping unit capable of injecting the high density polyurethane material beneath the pavement. The pumping unit shall be equipped with a dial gauge in increments of 1/10 pound (45 g) and shall be capable of controlling the rate of flow of material as well as the rate of rise of the pavement.

(b) Pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.

(c) Pneumatic or electric drills capable of efficiently drilling 9/16 to 3/4-inch (14-19 mm) diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.

(d) Laser levels or dial indicator devices capable of monitoring and verifying that the underlying soils have been densified to the point of adequately supporting the pavement.

(e) All necessary electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

(f) A dynamic cone penetrometer device, used to locate weak soil strata.

5.0 Construction Requirements.

5.1 At locations where the concrete is to be raised or sealed, a series of holes shall be drilled through the concrete slab surface and underlying base at the appropriate locations and depths as determined by the contractor. The concrete surrounding each hole shall not be damaged.

5.2 The polyurethane material shall be injected through the drilled holes until all known or encountered voids under the concrete are filled and the soils properly densified. The rate and amount of material injection shall be determined by the contractor.

5.4 Injection nozzles shall prevent leakage during injection and shall be removed at completion of the injection or driven into the injection hole to a minimum of 3/4 inches below the concrete surface. Any excessive material on the concrete surface shall be removed from the area and the holes shall be sealed with polyurethane material or a non-expansive cementitious grout.

5.5 All drill tailings, excess polyurethane material and other debris shall be cleaned up and removed at the end of each work shift. All removed material shall be disposed of in an environmentally acceptable manner in accordance with all federal, state and local regulations.

- 5.6 For soil densification and compaction of unconsolidated base soils, a series of 5/8 inch holes (as required for tube placement) shall be drilled at approximately 3-4 foot spaced intervals through the concrete above the area requiring soil remediation. The exact location, spacing, hole size and depth shall be determined by the contractor.
- 5.7 The Polyurethane material shall be injected through injection tubes inserted into the drilled holes to the proper depth or depths as determined by on-site soils analysis, or dynamic cone penetrometer testing. The rate and amount of material injected shall be determined by the contractor.
- 5.8 Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the contractor during injection to determine sufficient material usage and soils densification as indicated by surface movement of 1-2 mm.
- 6.0 Method of Measurement.** Polyurethane material injected will be measured to the nearest tenth of a pound.

TERMS AND CONDITIONS

The Customer understands that the proprietary URETEK methods involve drilling small diameter holes through the surface or structures, installation of injection tubes, and the injection of the special URETEK synthetic resins, which expand to fill voids, compact, stabilize and densify sub-soils.

URETEK acts on the basis of the information provided by the Customer, or his engineering or external advice/assistance agents in preparing estimates of the materials required.

URETEK carries workman's compensation and limited general liability insurance.

URETEK will not be held liable for damages to other parts of the structure or finish work within the work area, which may result from void filling, soil densification, or structure realignment, and will not repair any such damages.

URETEK makes no representations and takes no responsibility for subsurface or subsoil conditions, which could cause future residual movement or shifting of the foundation structure.

URETEK will not be responsible for, or repair damage to utilities, including but not limited to, electrical or phone cabling, water lines, sewer lines or drains.

URETEK will exercise due caution, but will not be held responsible for damage to, or repair or replace, plants and landscaping.

URETEK makes no representations and will not be responsible for any damage to the repair area caused by ground subsidence or settlement of native soils, subsoil conditions, structural problems, dynamic or static loads much higher than the design loads at the time of the URETEK intervention, damages caused by excavations, product tampering, natural catastrophes (storms, floods, drought, tides, earthquakes, explosions, fire, etc.)

URETEK warrants that the injected URETEK synthetic resin materials furnished under this Contract will be new and of good quality and the Work will be free from defects.

This proposal is subject to state and local sales taxes as applicable, unless, Customer provides an acceptable exemption certification.

The Customer, with his experts or alone, will always be present or represented during the entire project.

The Customer will provide –

- Adequate access to the work sites.
- Any necessary authorizations or permits.
- Customer representative on site during the repair process.

The work area will be left free from trash and debris related to our work.

The quantity of the URETEK synthetic resin material written in the proposal must be considered indicative only. URETEK by its many years of experience and mathematical calculations provides an almost precise quantity necessary for the project. However, the quantities can change according to underground conditions. The Customer will be compulsorily consulted and must agree in writing for work to continue once the estimated quantity of material has been installed.

This offer is valid for thirty (30) days from the date of the attached proposal.

Payment due, in full, within thirty (30) days from completion of the project.



www.uretekusa.com

Client: DUNN & ASSOCIATES, INC.

Location: 15881 CANOE CREEK DR.

JACKSONVILLE, FL

By: R. EMFINGER Date: 1/8/21

Title: BAYBRIDGE WEIR

Notes: _____

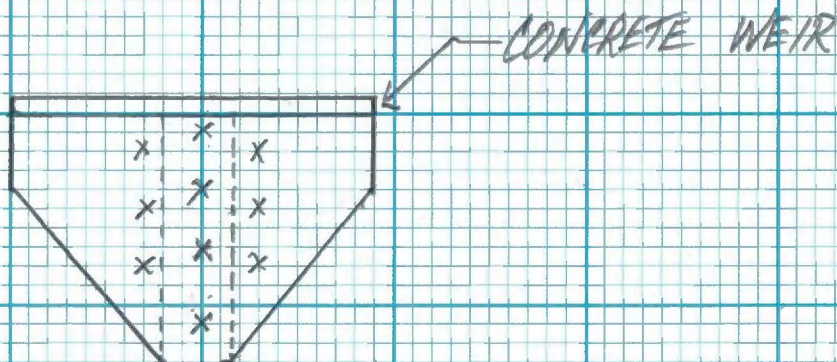
30.525421/-81.647651

Scale

0

10'

20'



x URETEK INJECTIONS TO FILL VOIDS AND UNDERSEAL CONCRETE WEIR.



Dunn & Associates, Inc.
Bainbridge Weir
15881 Canoe Creek Drive
Jacksonville, FL


30.525421 / -81.647651




Bainbridge Weir

15881 Canoe Creek Drive, Jacksonville, FL

Legend

 30.525421 / -81.647651

 30.525421 / -81.647651

Google Earth

© 2020 Google



100 ft

Tab 12

Horizon Casual, Inc
P.O Box 1000
Ocala, FL 34478
(352) 622-6852
www.horizoncasual.com



Estimate

ADDRESS

Bainebridge Community
Development District
2806 North 5th Street
St Augustine, FL 32084
(904)537-9034

SHIP TO

Bainebridge Community
Development District
15855 Twin Creek Drive
Jacksonville, FL 322179

ESTIMATE # 3594**DATE** 03/03/2021**SALES REP**

Krysta

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
25	1202SL	Biscayne Sling Chaise Lounge- 16" Seat Height with 1 1/4" Round Tubing	215.00	5,375.00T
22	1109SL	Biscayne Sling Dining Chair- 1 1/4" Round Tube	103.00	2,266.00T
1	Colors	Frame- Bronze Sling Fabric- HC-001 Desert	0.00	0.00
Current estimated lead time 5-6 weeks after receipt of order				

To Process your order, Please, sign and date the bottom of the estimate and return via email. Thank you for your business!

All claims must be made within five days after receipt of goods, and claims for loss or damage in transit must be filed at once with carrier. We hold a shipping receipt in good order and accept no liability. If merchandise is damaged in transit and so received, you are responsible for securing proper notation of such damage from your local freight agent in order to secure settlement. Title of shipment passes to you upon delivery to, properly receipted by, transportation carrier. We are not responsible for delays in transit and our terms are not to be affected by such delays. Merchandise returned without written authorization will be refused. Goods listed herein remain property of Horizon Casual Inc. until invoice is paid.

SUBTOTAL	7,641.00
TAX	0.00
SHIPPING	275.00
TOTAL	\$7,916.00

Accepted By

Accepted Date

Tab 13



1739 Cassat Avenue • Jacksonville, FL 32210 • Phone: 904-330-8200

Dan Walker
904-362-0618

15855 Twin Creek Drive
Jacksonville, FL 32218

Print-date: 3-10-2021

We are so excited that you have selected our company to bid for your project!

Below you will find your proposal as well as our Terms and Conditions/Contract.

If you are happy with our proposal and you would like to move forward with your project you can simply approve this proposal and sign it electronically.

CHANGES - If any changes need to be made to your proposal such as approving or declining "additional options" or if you are planning to move forward with our proposal you can let us know and submit changes at the bottom of this form in the "Reason for Action" box. We will make the necessary adjustments. After we have adjusted your proposal we will resubmit it to you for your approval.

APPROVE - If you are happy with our proposal you can simply select "Approve" below the contract and you will be prompted to sign electronically. This will act as your signed contract and a copy will be made available for your records. After you have approved your proposal our team will send you login instructions to your Owner Portal. The Owner Portal will be your own communication hub within our software where you will have access to photos, documents, scheduling information and other communication. You will also receive your invoices and be able to make payments online within your Portal. Please note that you are able to pay online with your bank account (ACH) and Credit/Debit Card, however we have to charge **2.95% for Credit/Debit payments. Paying by bank account has no fees.**

DECLINE - If you decided to not move forward with our company please select "Decline" and please feel free to leave us a comment about your decision in the "Reason for Action" box. If you have decided to go with another company or simply aren't ready to move forward let us know. Either way we appreciate you inviting us to bid on your project and wish you the best!

If you have any questions about the proposal or the process please don't hesitate to reach out to us!
We look forward to hearing from you!

Best Regards,
Kristin Plum

****Unless otherwise noted in specific descriptions, the pavers included quoted in the proposal can be found on our website;**

<https://cornerstonesolutionllc.com/my-estimate>

You can also see the pavers in person at our showroom if you prefer.

Oldcastle Coastal APG Masonry

11657 Phillips Hwy, Jacksonville

Monday - Friday 7am - 4pm

Price Breakdown

Materials & Labor

Group Price: \$4,090.00

Title	Description	Price
Paver Installation	New Paver Installation; Approximately 600 SF Pool Area Extension	\$4,090.00

Group Price: \$690.00

Title	Description	Price
Accessory	15' x 11" Flower Bed	\$690.00

Total Cost: \$4,780.00

Total Price: \$4,780.00

Contract Agreement

Terms and Conditions

1. CODE REQUIREMENTS

1. If pre-existing conditions are deemed unacceptable by the city inspector (e.g. sub-base, sidewalks) and are not quoted above, the property owner is responsible for any additional costs incurred to comply with city code requirements.

2. EXCAVATION LIABILITIES

1. When excavation is necessary to complete a paver project it is the responsibility of the property owner to make Cornerstone Solution Sales Manager and/or Project Manager aware of any known dangers or liabilities (e.g. septic tank, drain field, electric, plumbing, cable etc.)
2. Ultimately Cornerstone Solution is not responsible for damages that may occur to structures underground and not visible before or during excavation.

3. SPRINKLERS/IRRIGATION

1. When sprinklers/irrigation exist under the immediate area to be paved Cornerstone Solution will cap or reroute existing sprinkler/irrigation at no additional charge.
2. When sprinklers/irrigation are rerouted, it is a complimentary service and while Cornerstone Solution will aim to direct the sprinkler heads as needed/desired, Cornerstone Solution is ultimately not responsible for adjusting the sprinkler head and are not required to "tweak" the direction of the irrigation to the owner's satisfaction.

4. SCHEDULING/DELAYS

1. Paver materials are ordered promptly after the contract agreement is signed and deposit is collected. Cornerstone Solution has no control over the manufacturer or supplier or the time that is required to fill each order. Orders can take anywhere between 3 weeks and 8 weeks from the time the order is placed to be available to Cornerstone Solution. Cornerstone Solution will strive to notify the client as soon as a tentative ready date is available, but is not responsible for delays due to the manufacturer or supplier.
2. After Cornerstone Solution has confirmed material ready date, tentative dates are scheduled for material delivery, excavation and installation. These dates are subject to change.
3. Due to the nature of this industry and climate, weather delays should be anticipated. Property owners should anticipate that weather delays will effect current and future projects as a delay in one project will effect the timeline of all scheduled future projects. Cornerstone Solution will notify clients of any delays as soon as scheduling conflicts have been resolved. Ultimately Cornerstone Solution is not responsible for projects being delayed or extended due to weather.
4. It is the responsibility of the property owner to notify Cornerstone Solution if there are any delivery placement requirements at or before the time of contract signing. Cornerstone Solution does not guarantee exact delivery times and can only direct the delivery driver of specific placement request if the request are made in advance.

5. While construction delays are avoided whenever possible, property owners should understand and anticipate that these delays occur and often without notice. Construction delays often effect start and completion dates of proceeding projects. Cornerstone Solution will strive to notify property owners of unexpected delays whenever possible. Cornerstone Solution is not responsible for consequences caused by unavoidable construction delays.

5. POOL PROJECTS

1. When a pool is present or part of any installation or repair project Cornerstone Solution will attempt to avoid any unnecessary debris (including sand) from entering the pool. However, property owners should be aware and anticipate that it is not always avoidable and ultimately it is the responsibility of the property owner, not Cornerstone Solution to clean/remove debris from the pool.

6. CHANGE ORDERS

1. All change orders should be documented and agreed upon by both parties. Change orders may be accepted via email or through the provided Owner Portal. Any and all changes to original project outline are subjected to additional cost, this may include, but is not limited to additional material costs, labor costs, delivery fees etc.
2. Change orders include, but are not limited to any change in design, layout or similar.
3. Changes to ordered materials for any reason other than damages to materials are the responsibility of the owner and not Cornerstone Solution.

7. PAVER MATCHING

1. Paver matching is in no way guaranteed. Property owners should be aware and anticipate that in the event of extending existing paver structures, the pavers will absolutely not be a perfect match. Property owners should understand that there are constant variances in the colors due to the manufacturing process.
2. Property owners should understand and anticipate that in the case of using a blend of or any mixture of 1" and 2" pavers that there is no guarantee they will match perfectly as the different paver dimensions are manufactured at different times and each batch has unique color signature.

8. EXCESS MATERIAL

1. Excess materials are the property of Cornerstone Solution, not of the property owner. Property owners are not charged for excess material. When excess materials are on site and the property owner wishes to expand the project beyond what has been outlined, the property owner is subject to additional fees including material and labor and a change order should be completed. Cornerstone Solution reserves the right to deny change order requests. The property owner should not assume that because there may be "extra" pavers on hand, that they are entitled to or able to expand their project beyond the agreed project parameters.

9. YARD SIGNS

1. Barring HOA/Deed restrictions, the property owner agrees to allow Cornerstone Solution to place a yard sign on the property during the length of the project and up to one week after work is complete.

10. INSTALLATION WARRANTY

1. Cornerstone Solution guarantees service warranty for 2 years. This warranty covers issues created by, or caused due to insufficient installation procedures. This warranty is separate from the material warranty. Each vendor has different warranties and guarantees.
2. Cornerstone Solution is in no way obligated to repair, replace or adjust pavers or any other installation or material due to shift or damage caused by, but not limited to fire damage, flooding (natural or otherwise), hurricanes or other natural disasters.
3. Not all paver installations are intended to be load-bearing or are designed to secure the weight of a vehicle. Property owners should not assume that all paver installations can be driven on. Due to different aggregate and compression requirements, property owners should only allow vehicles to drive over or park on driveway installations. Damages to all other paver installations due to being driven on are not the responsibility of Cornerstone Solution and such damages are not covered under installation warranty.
4. Cornerstone Solution recommends that driveways are not driven on for approximately 48 hours from the time the concrete border is installed. If a driveway is driven on before the recommended time and the concrete barrier is cracked, broken or shifted it is not the responsibility of Cornerstone Solution and the property owner may be required to pay a fee for repair.

11. PAYMENT

1. Barring previously approved financing options, payments are divided into two installments; 50% Deposit to be collected before materials are ordered or job is accepted and scheduled. The remaining 50% and any additional fees, to include, but not limited to change orders, permit fees, etc. are due upon project completion. A three day grace period will be given. Any payments made after 3 days are subject to late fees. Failure to pay the remaining balance may result in collections and/or legal action and the client/property owner will be responsible for any and all fees associated with collections and/or legal action.

12. PAYMENT PROCESSING

1. Cornerstone Solution accepts Visa, Mastercard and Discover Credit and Debit Cards. Credit and Debit card payments may be made on line via the password protected login Owner Portal assigned to you, over the phone (904) 330-8200, as well as in person with your Cornerstone Solution Representative.
2. Cash payments are accepted in person on the project site with you Cornerstone Solution Representative.
3. Checks and Money Orders may be sent to 1739 Cassat Avenue, Jacksonville, FL 32210.

4. ACH, referred to as Electronic or E-Checks are accepted on line via the password protected login Owner Portal assigned to you, over the phone (904) 330-8200 or in person with your Cornerstone Solution Representative.

13. OWNER PORTAL

1. After the contract agreement is approved, an Owner Portal will be provided to each client. This portal will serve as a communication hub for each project. All documents will be available including proposal, contract agreement, surveys, permits etc. Scheduling will made available through the Owner Portal and clients are encouraged to check the Portal for notifications and schedules before contacting the office. The Owner Portal will connect the office, sales team, project management and crews with the owner. Invoices are submitted within the Owner Portal and secure payments are accepted in the Owner Portal.

14. HOA/ARB

1. Any and all documents and/or participation required by HOA's (Home Owners Associations) and/or ARB's (Architectural Review Boards) must be made known to Cornerstone Solution with enough notice to comply before the desired meeting/deadline. Should an approval be needed, a survey of the site must be provided to Cornerstone Solution by the property owner in order to comply with requirements.

15. PERMITS

1. Property owners have the right to apply to their local offices when permits are required. Each local government has varied permit requirements and laws.
2. Cornerstone Solution will facilitate the permit application process when necessary unless the property owner advises otherwise.
3. Permit fees imposed by local government offices will be applied and invoiced to the final payment. Cornerstone Solution will not charge additional fees.

16. SERVICE AGREEMENT

1. Cornerstone Solution strives to provide superior goods and services. Cornerstone Solution agrees to complete all work laid out in the proposal with professionalism and integrity. Cornerstone Solution aims for 100% client satisfaction and encourages their clients, partners and purveyors to communicate opportunities for improvement.

Signature

Print Name:

Date:

Tab 14



Florida LDS & Excavation dba Oak Wells Aquatics

8608 Beach Blvd
Jacksonville, FL 32216

Tel (904) 619-3281
CPC1458530

ryan@oakwellsaquatics.com

www.oakwellsaquatics.com

Scope of Work

Banbridge Pool water features

Install 8 CMP Deck Jets to already existing Plumbing	\$150/ea	Total \$1200.00
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Assumptions

- Current plumbing configuration is adequate for new water features.

GENERAL EXCLUSIONS (May not be specific to this job unless expressly stated above)

- Dewatering of any kind. Entire job site pertaining to pool, plumbing routes, and collection tank area must be dewatered dry for the entire duration of construction.
- Landscaping
- Paver install
- De-mucking of pool area
- Potable water for ADA chair by others (if water powered)
- Backwash Sump and tie in
- GC Electrician to bring power to equipment area with sub panel
- Hauling of excavated spoils by others
- Tie into storm drain by others
- Additional fill dirt and compaction for pool floor
- Perimeter structural walls
- Equipment room/area barrier
- Cost to fill pool
- Pool deck by others
- Pool deck drain by others
- Automation on equipment packs
- Fencing by others
- Gas hookup by others
- Outdoor Shower
- Eye wash stations
- Zypex additive to the concrete
- Excavation is under normal soil conditions. Any rock, stone or other material that can't be excavated in normal conditions will be at the cost of the General Contractor (or others) to remove.

AGREED CONDITION: Engineered plans provided by Owner will form a part of this contract. The contract document defines the scope of work to be performed by Oak Wells Aquatics for the stated contract amount. Items not covered list are the owner's responsibility and are not part of the contract amount

2. PERMITS: Contractor will obtain and pay for local building permit required on his work. Owner shall furnish any necessary variances. Contractor will pay sales tax on all equipment and materials used in his work.

3. CONSTRUCTION SCHEDULE: Contractor agrees to do all work provided in this contract in a good and workmanlike manner, but shall not be held responsible for delay or failure to perform work when due to acts of God, weather, government prohibition or reasons beyond his control.
4. LOCATION: Owner to confirm pool location being within his property lines, taking into account all set back lines. When contractor begins work, the owner or his authorized agent will approve the layout of the pool and other improvements to be constructed under this contract. The owner or his agent shall verify his approval of layout, location, and finish grade by signature on plans and/or excavation foreman's check sheet.
5. ACCESS: It is understood that the owner will permit and maintain free access to the pool site and adequate working room. It is further understood that contractor will not be held responsible when it is necessary to cross sidewalks, curbs, driveways, grassed areas, or any terrain which might be damaged or marred by equipment passage to reach job site. Contractor will at all times exercise reasonable care to prevent needless damage to owner's property and property of others.
6. SITE PREPARATION: Contractor is not responsible for moving fences or replanting of shrubs or trees. If clearing of land, removal of stumps, or any special site preparation is required, owner will perform it unless fully detailed in section entitled "Additional Work".
7. UTILITIES: Owner will furnish, at no charge to the contractor, electricity and water for building and filling the pool.
8. GRADING & EXCAVATION: Contractor's responsibility for grading of site under this contract shall be limited to the immediate pool area including space for piping. Without exact data to the contrary, contractor assumes that topographic variation of the above delineated pool site will not exceed two (2) feet vertical measurement at the time construction is initiated.

Contractor will perform all normal excavation for pool installation as covered under this contract. The following are to be considered as abnormal conditions and are additional work to be paid for by the owner in accordance with paragraph 12, "Additional Work" of this contract:

- 1) Rock formations, boulders, mass concrete or any conditions requiring blasting of air tool work.
- 2) Inadequate soil-bearing capacity requiring such means of support as piling, grade beams or any other special methods including over-excavation with sand and/or stone backfill.
- 3) Underground utilities requiring relocation or removal.

In the absence of written acknowledgement to the contrary, contractor assumes that the site is not fill ground and that there are no underground obstructions of any kind that will interfere with his phase of the work. Contractor will not be held liable for floatation of the pool shell if such should occur because of conditions beyond his control. The owner will be informed, soon as possible, of any abnormal conditions encountered in grading and/or excavation. Contractor will use excavated earth to rough grade backfill against pool shell. Owner will furnish and install additional fill required to complete backfill for patio when constructed by others.

9. DRAW SCHEDULE: Payments will be as followed:

Stage completion invoices are due upon presentation. In the event of default in the payment schedule above set out, work will cease and the owner will be liable for the payment of the amount then due plus 10% of the unpaid balance plus any expenses incurred in collecting the same including 18% attorney's fees. Any loss resulting from delay in construction caused by the owner through obstruction or desire for change shall be paid for by the owner.

10. WARRANTY: When final stage completion invoice is rendered, owner will complete and sign Acceptance and Warranty Certification. Warranty is void unless

Acceptance and Warranty Certificate is completed, signed by owner and dated by an authorized representative of contractor.

11. ADDITIONAL WORK: This proposal includes only work expressed in writing. If owner desires changes or if additional work is required to accomplish excavation as set forth under Section 9, "Grading and Excavation", for owner protection supplemental written agreement must be signed prior to doing the work. Our estimating department must make all price quotations. No one on the job is qualified or authorized to quote prices. Payment for additional work is due upon completion of the work.

12. EXCEPTIONS: In order to be honored, any exceptions including changes, additions, and/or deletions affecting this contract must be clearly specified and responsibility firmly fixed below.

Your acceptance of this proposal by signature below, and return of this form to our office, will constitute a contract entered into in accordance with the specifications, conditions, and remarks stated herein.

Dated: _____

Florida LDS and Excavation, Inc. dba Oak Wells Aquatics

By: _____

Accepted this _____ day of _____ 2019

Signature: _____

Owner:

By: _____

Accepted this _____ day of _____ 2019

Signature: _____

Tab 15

WEBWATCHDOGS

SURVEILLANCE CAMERA SYSTEMS

Extended Warranty Quote

1 Hargrove Grade Suite 1A
 Palm Coast, FL 32137
 386-957-9339
 www.WebWatchdogs.net
 info@webwatchdogs.net
 Florida Contractor License
 #ES12000771

Date	Quote #
3/1/2021	5849
Name / Address	
Bainebridge CDD c/o Rizzetta & Company, Inc. 2806 North 5th Street, Suite 403 Saint Augustine, FL 32084	

Description	Qty	Cost	Total
Extended Warranty Option- Complete Surveillance Camera System ***Warranty Expires 4/20/2021***	1	225.00	225.00
<p>1 Year Extended Warranty on Camera Parts, Labor and Equipment</p> <p>All products are warranted for 1 year from date of purchase. If a product is defective we will repair or replace it. The following situations void the product warranty: Adding 3rd party software to a DVR without prior approval from our technical support department. Damage caused by nature such as flooding, winds, lightning and other similar events. Damage caused by vandalism. Network related issues involving your internet service provider (i.e. new modem, change of internet provider, etc.) Warranty Service Calls will be addressed within a 1-5 day time frame.</p> <p>After 1 year (outside of the warranty, if not extended), we will continue to support the product at the standard repair labor rate (currently \$99 per hour-minimum 2 hours) plus parts, if applicable, or phone technical support for \$65.00/hour. Out of warranty repairs are guaranteed for 30 days. Phone support is non-refundable.</p>	Subtotal		\$225.00
	Sales Tax (0.0%)		\$0.00
	Total		\$225.00
	Signature _____		

Tab 16



To the Board of Supervisors
Bainebridge Community Development District

We have audited the financial statements of Bainebridge Community Development District (the "District") as of and for the year ended September 30, 2020, and have issued our report thereon dated February 10, 2021. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 13, 2020, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, and others in our firm, as appropriate, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. As described in Note 1 to the financial statements, during the year, the District adopted Governmental Accounting Standards Board (GASB) Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. There was no effect on beginning net position. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of depreciation is based on the estimated useful lives of the capital assets. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users.

The most sensitive disclosures affecting the financial statements were:

The disclosure of the Developer transactions and pending litigation.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no identified misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated February 10, 2021.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

This report is intended solely for the information and use of the Board of Supervisors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

McDiarmid Davis

Orlando, Florida
February 10, 2021

February 10, 2021

McDirmitt Davis, LLC
934 North Magnolia Ave., Suite 100
Orlando, FL 32803

This representation letter is provided in connection with your audit of the governmental activities and each major fund of Bainebridge Community Development District as of September 30, 2020 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, and results of operations of the various opinion units of Bainebridge Community Development District in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of February 10, 2021.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated October 13, 2020 for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

- There is no summary of unrecorded misstatements since all adjustments proposed by the auditor, material and immaterial, have been recorded.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- We have reviewed capital assets and infrastructure for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment, if necessary.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With respect to nonattest services provided, drafting the financial statements, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;

- Evaluated and accepted responsibility for the result of the service performed; and
- Established and maintained internal controls, including monitoring ongoing activities.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- Bainebridge Community Development District has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which Bainebridge Community Development District is contingently liable.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70. *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the District will make a payment on any guarantee.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.

- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
 - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- Bainebridge Community Development District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Signed:  _____

Title: Manager, District Accounting Services

Financial Statements

September 30, 2020

**Bainebridge Community
Development District**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Bainebridge Community Development District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of *Bainebridge Community Development District*, (the "District") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated February 10, 2021, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

McDiarmid Davis

Orlando, Florida
February 10, 2021

Our discussion and analysis of *Bainbridge Community Development District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2020 by \$1,498,355 a decrease in net position of \$152,010 in comparison with the prior year.
- At September 30, 2020, the District's governmental funds reported fund balances of \$1,214,005 a decrease of \$24,718 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to *Bainbridge Community Development District's* financial statements. The District's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government and maintenance and operations related functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

Statement of Net Position - The District's net position was \$1,498,355 at September 30, 2020. The analysis that follows focuses on the net position of the District's governmental activities.

	2020	2019
Assets, excluding capital assets	\$ 1,241,274	\$ 1,247,108
Capital assets, net of depreciation	2,042,030	2,234,781
Total assets	3,283,304	3,481,889
Liabilities, excluding long-term liabilities	67,030	49,635
Long-term liabilities	1,717,919	1,781,889
Total liabilities	1,784,949	1,831,524
Net Position:		
Net investment in capital assets	1,177,600	1,342,313
Restricted for debt service	231,467	222,937
Restricted for capital projects	4,209	4,171
Unrestricted	85,079	80,944
Total net position	\$ 1,498,355	\$ 1,650,365

The following is a summary of the District's governmental activities for the fiscal years ended September 30, 2020 and 2019.

	2020	2019
Revenues:		
Program revenues	\$ 533,416	\$ 559,052
General revenues and special items	4,972	12,522
Total revenues	538,388	571,574
Expenses:		
General government	122,955	109,595
Maintenance and operations	469,039	422,657
Interest on long-term debt	98,404	101,978
Total expenses	690,398	634,230
Change in net position	(152,010)	(62,656)
Net position, beginning	1,650,365	1,713,021
Net position, ending	\$ 1,498,355	\$ 1,650,365

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2020 was \$690,398. The majority of these costs are maintenance and operations.

Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2020, the District's governmental funds reported combined ending fund balances of \$1,214,005. Of this total, \$23,133 is nonspendable, \$397,936 is restricted, \$149,455 is assigned and the remainder of \$643,481 is unassigned.

The fund balance of the general fund decreased \$26,228 due to capital expenditures. The debt service fund balance increased by \$1,472. The capital projects fund balance did not change significantly from the previous year.

General Fund Budgetary Highlights

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown on page 12. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control is at the fund level.

Capital Asset and Debt Administration

Capital Assets

At September 30, 2020, the District had \$2,042,030 invested in capital assets. More detailed information about the District's capital assets is presented in the notes to financial statements.

Capital Debt

At September 30, 2020, the District had \$1,735,000 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to financial statements.

Requests for Information

If you have questions about this report or need additional financial information, contact *Bainebridge Community Development District's* Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.

FINANCIAL STATEMENTS

Bainbridge Community Development District
Statement of Net Position
September 30, 2020

	Governmental Activities
Assets:	
Cash	\$ 820,205
Prepaid costs	18,933
Deposits	4,200
Restricted Assets:	
Temporarily restricted investments	397,936
Capital Assets:	
Capital assets not being depreciated	7,860
Capital assets being depreciated, net	2,034,170
Total assets	3,283,304
Liabilities:	
Accounts payable and accrued expenses	27,269
Accrued interest payable	39,761
Noncurrent Liabilities:	
Due within one year	60,000
Due in more than one year	1,657,919
Total liabilities	1,784,949
Net Position:	
Net investment in capital assets	1,177,600
Restricted for debt service	231,467
Restricted for capital projects	4,209
Unrestricted	85,079
Total net position	\$ 1,498,355

Bainbridge Community Development District
Statement of Activities
Year Ended September 30, 2020

Functions/Programs	Expenses	Charges for Services	Program Revenue		Net (Expense) Revenue and Changes in Net Position
			Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities:					Governmental Activities
General government	\$ 122,955	\$ 76,441	\$ -	\$ -	\$ (46,514)
Maintenance and operations	469,039	291,602	-	-	(177,437)
Interest on long-term debt	98,404	161,613	3,722	38	66,969
Total governmental activities	\$ 690,398	\$ 529,656	\$ 3,722	\$ 38	(156,982)
General Revenues:					
Investment income					4,773
Miscellaneous					199
Total general revenues					4,972
Change in net position					(152,010)
Net position, beginning					1,650,365
Net position, ending					\$ 1,498,355

Bainbridge Community Development District
Balance Sheet - Governmental Funds
September 30, 2020

	General	Debt Service	Capital Projects	Total Governmental Funds
Assets:				
Cash	\$ 820,205	\$ -	\$ -	\$ 820,205
Investments	-	393,727	4,209	397,936
Prepaid costs	18,933	-	-	18,933
Deposits	4,200	-	-	4,200
Total assets	\$ 843,338	\$ 393,727	\$ 4,209	\$ 1,241,274
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable and accrued expenses	\$ 27,269	\$ -	\$ -	\$ 27,269
Total liabilities	27,269	-	-	27,269
Fund Balances:				
Nonspendable-prepays and deposits	23,133	-	-	23,133
Restricted for:				
Debt service	-	393,727	-	393,727
Capital projects	-	-	4,209	4,209
Assigned for capital outlay	149,455	-	-	149,455
Unassigned	643,481	-	-	643,481
Total fund balances	816,069	393,727	4,209	1,214,005
Total liabilities and fund balances	\$ 843,338	\$ 393,727	\$ 4,209	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. \$ 2,042,030

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.

Accrued interest payable	(39,761)	
Bonds payable	<u>(1,717,919)</u>	<u>(1,757,680)</u>
Net position of governmental activities (page 7)		\$ 1,498,355

Bainbridge Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2020

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues:				
Assessment revenue	\$ 368,043	\$ 161,613	\$ -	\$ 529,656
Investment and miscellaneous income	4,972	3,722	38	8,732
Total revenues	373,015	165,335	38	538,388
Expenditures:				
Current:				
General government	122,955	-	-	122,955
Maintenance and operations	232,237	-	-	232,237
Debt Service:				
Interest	-	98,863	-	98,863
Principal	-	65,000	-	65,000
Capital outlay	44,051	-	-	44,051
Total expenditures	399,243	163,863	-	563,106
Net change in fund balances	(26,228)	1,472	38	(24,718)
Fund balances, beginning of year	842,297	392,255	4,171	1,238,723
Fund balances, end of year	\$ 816,069	\$ 393,727	\$ 4,209	\$ 1,214,005

Bainbridge Community Development District
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of
Governmental Funds to the Statement of Activities**
Year Ended September 30, 2020

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net Change in Fund Balances - total governmental funds (page 10)	\$ (24,718)
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Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.

Capital outlay	44,051	
Depreciation expense	<u>(236,802)</u>	(192,751)

Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.

Repayment of bonds payable	65,000
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	1,489	
Amortization of bond discount	<u>(1,030)</u>	<u>459</u>

Change in Net Position of Governmental Activities (page 8)	<u><u>\$ (152,010)</u></u>
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Bainbridge Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
Year Ended September 30, 2020

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
Assessment revenue	\$ 367,145	\$ 367,145	\$ 368,043	\$ 898
Investment and miscellaneous income	-	-	4,972	4,972
Total revenues	367,145	367,145	373,015	5,870
Expenditures:				
Current:				
General government	124,563	124,563	122,955	1,608
Maintenance and operations	241,582	291,582	232,237	59,345
Capital outlay	11,000	11,000	44,051	(33,051)
Total expenditures	377,145	427,145	399,243	27,902
Net change in fund balance	(10,000)	(60,000)	(26,228)	33,772
Fund balance, beginning	842,297	842,297	842,297	-
Fund balance, ending	\$ 832,297	\$ 782,297	\$ 816,069	\$ 33,772

NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Bainebridge Community Development District, (the "District") was established on January 10, 2006 by the City of Jacksonville, Florida Ordinance 2005-1417-E pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. The majority of Supervisors are elected on an at large basis by qualified electors that reside within the District. One seat is elected by landowners within the District which entitles the owner to one vote per acre. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has final responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39, and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

Government-Wide and Fund Financial Statements

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) grants, contributions and investment earnings that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for Developer receivables for retainage, which are collected from the Developer when the amount is due to the contractor. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance special assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund

Is the District's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund.

Debt Service Fund

Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Project Fund

Accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Restricted Assets

These assets represent cash and investments set aside pursuant to bond covenants.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

Prepaid Items and Deposits

Prepaid items and deposits are recorded as expenditures when consumed rather than when purchased in both government-wide and fund financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Furniture and Equipment	5
Community Recreation Improvements	20
Infrastructure	23

Long Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are reported as expenses. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2020.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2020.

Net Position Flow Assumption

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balance Flow Assumptions

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above an additional action is essential to either remove or revise a commitment.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

New Accounting Standards

In fiscal year 2020, the District implemented Government Accounting Standards Board (GASB) Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. This statement provides temporary relief to governments and other stakeholders in light of the COVID-19 pandemic by postponing the effective dates of provisions in certain other statements. There was no effect on beginning balances of the District for implementation of this Statement.

NOTE 2 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. All budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

NOTE 3 DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The District has the following recurring fair value measurements as of September 30, 2020:

- Money market mutual funds of \$397,936 are valued using Level 2 inputs.

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include, but are not limited to:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury.

Investments made by the District at September 30, 2020 are summarized below. In accordance with GASB 31, investments are reported at fair value.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
First American Treasury Obligation Fund, Class Z	<u>\$ 397,936</u>	AAAm	46 Days

NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)

Credit Risk:

For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating. Investment ratings by investment type are included in the preceding summary of investments.

Custodial Credit Risk:

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2020, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2020, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk:

The District places no limit on the amount the District may invest in any one issuer.

Interest Rate Risk:

The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

NOTE 4 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental Activities:				
Capital Assets not Being Depreciated:				
Improvements under construction	\$ -	\$ 7,860	\$ -	\$ 7,860
Total capital assets not being depreciated	-	7,860	-	7,860
Capital Assets Being Depreciated:				
Infrastructure	3,207,578	-	-	3,207,578
Community recreation improvements	1,751,197	-	-	1,751,197
Furniture and equipment	39,098	36,191	-	75,289
Total Capital Assets Being Depreciated	4,997,873	36,191	-	5,034,064
Less Accumulated Depreciation for:				
Infrastructure	(1,690,623)	(139,812)	-	(1,830,435)
Community recreation improvements	(1,036,111)	(87,560)	-	(1,123,671)
Furniture and equipment	(36,358)	(9,430)	-	(45,788)
Total Accumulated Depreciation	(2,763,092)	(236,802)	-	(2,999,894)
Total capital assets being depreciated, net	2,234,781	(200,611)	-	2,034,170
Governmental activities capital assets, net	\$ 2,234,781	\$ (192,751)	\$ -	\$ 2,042,030
Depreciation was allocated as follows:				
Maintenance and operations		\$ 236,802		

NOTE 5 LONG-TERM LIABILITIES

Series 2007 Special Assessment Revenue Bonds-Public Offering

In May 2007, the District issued \$8,240,000 of Special Assessment Revenue Bonds, Series 2007 with an interest rate of 5.5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Series 2007 Bonds was originally due serially commencing on May 1, 2009 through May 1, 2038. Due to the cancelation of bonds as discussed below, the Series 2007 Bonds are now scheduled to be fully repaid on May 1, 2038.

During the fiscal year ended September 30, 2013, the Bondholders cancelled \$4,000,000 of Series 2007 Bonds related to the unplatted land owned by the Significant Landholder. In addition, approximately \$220,000 of past due interest payments were forgiven.

The Series 2007 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. At September 30, 2020 the reserve requirement was met.

NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2007 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue.

As of September 30, 2020, total principal and interest remaining on the Series 2007 Special Assessment Revenue Bonds was \$2,778,625. For the year ended September 30, 2020, principal and interest paid was \$163,863. Total special assessment revenue pledged for the year was \$161,613.

Long-term liability activity for the year ended September 30, 2020 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Bonds Payable:					
Series 2007	\$ 1,800,000	\$ -	\$ (65,000)	\$ 1,735,000	\$ 60,000
Less: Discount	(18,111)	-	1,030	(17,081)	-
Governmental activity long- term liabilities	<u>\$ 1,781,889</u>	<u>\$ -</u>	<u>\$ (63,970)</u>	<u>\$ 1,717,919</u>	<u>\$ 60,000</u>

At September 30, 2020, the scheduled debt service requirements on the bonds payable were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2021	\$ 60,000	\$ 95,425
2022	60,000	92,125
2023	65,000	88,825
2024	70,000	85,250
2025	75,000	81,400
2026 - 2030	425,000	342,375
2031 - 2035	560,000	211,475
2036 - 2038	420,000	46,750
	<u>\$ 1,735,000</u>	<u>\$ 1,043,625</u>

NOTE 6 DEVELOPER TRANSACTIONS

During the fiscal years 2010 and 2011, the Developer failed to pay its annual operation and maintenance assessments on its platted property and both its operation and maintenance and debt service assessments on its un-platted property. As a result, on March 23, 2011, the District filed a foreclosure action against the Developer. On December 12, 2011, the court entered final judgment of foreclosure and ordered the property sold at public auction. On January 23, 2012, the platted property was auctioned off and the District, through a Special Purpose Entity ("SPE"), obtained title to the platted property. In July 2012, the platted property was sold to the Subsequent Developer. The SPE then assigned its final judgment to the Significant Landowner, who subsequently took title to the un-platted lands. The SPE was closed in a previous fiscal year.

During fiscal year 2012, in conjunction with the foreclosure sale, the SPE made certain payments on behalf of the Subsequent Developer, and the SPE caused the Subsequent Developer to be credited \$200,000 against future operation and maintenance assessments for fiscal years 2013 through fiscal year 2015 (\$80,000 for fiscal year 2013, \$70,000 for fiscal year 2014 and \$50,000 for fiscal year 2015).

During fiscal year 2012, the un-platted property was purchased by the Significant Landowner. As discussed in Note 5, during the fiscal year ended September 30, 2013, the Bondholder cancelled approximately \$4,000,000 of Series 2007 Bonds related to the un-platted land owned by the Significant Landowner.

NOTE 7 MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreements, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

NOTE 8 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District filed one claim totaling \$8,805 under this commercial coverage during the last three years.

NOTE 9 LITIGATION

The District was the defendant in a suit filed by the Significant Landowner in which the Significant Landowner asserts negligent misrepresentations by the District in connection with the Significant Landowner's purchase of the Final Judgment of Foreclosure for the un-platted property, which was discussed in Note 6.

COMPLIANCE SECTION



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Supervisors
Bainebridge Community Development District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of *Bainebridge Community Development District* (the "District") as of and for the year ended September 30, 2020 and the related notes to the financial statements, which collectively comprise the District's financial statements and have issued our report thereon dated February 10, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDermitt Davis

Orlando, Florida
February 10, 2021

MANAGEMENT LETTER

Board of Supervisors
Bainebridge Community Development District

Report on the Financial Statements

We have audited the financial statements of *Bainebridge Community Development District*, (the "District") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated February 10, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 10, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "McDiarmid Davis". The script is cursive and fluid, with the first name "McDiarmid" written in a slightly larger and more prominent hand than the last name "Davis".

Orlando, Florida
February 10, 2021



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**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Bainebridge Community Development District

We have examined *Bainebridge Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2020. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants *and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States*, and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

McDermitt Davis

Orlando, Florida
February 10, 2021

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT